



INDUSTRIAL COURTS ACT 1919

# Report

of a Court of Inquiry under Mr. A. J. Scamp into the  
dispute between the British Air Line Pilots Association  
and the National Joint Council for Civil Air Transport

*Presented to Parliament by the Minister of Labour  
by Command of Her Majesty  
October 1967*

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**APPOINTMENT OF COURT OF INQUIRY AND RULES OF  
PROCEDURE**

Whereas by the Industrial Courts Act 1919 the Minister of Labour (hereinafter referred to as "the Minister") is empowered to refer any matters appearing to him to be connected with or relevant to a trade dispute, whether existing or apprehended, to a Court of Inquiry and to make rules regulating the procedure of any such Court:

And whereas a trade dispute exists between, on the one hand, employers represented on the Employers' Side of the National Joint Council for Civil Air Transport and workers represented by the trade unions (other than the British Air Line Pilots Association) on the Employees' Side thereof and, on the other hand, members of the British Air Line Pilots Association:

Now, therefore, the Minister by virtue of the powers vested in him by the Act and of all other powers enabling him in that behalf *appoints* A. J. Scamp Esq., J.P., J.G. Bothwell Esq., O.B.E. and J. A. G. Coates Esq. to constitute a Court of Inquiry, and *further appoints* the said A. J. Scamp Esq., J.P. to be Chairman and Mr. K. N. Atkinson to be Secretary and Mr. D. R. Bower to be Assistant Secretary to the Court;

The Minister directs that the terms of reference to the Court shall be as follows:—

To inquire into the causes and circumstances of the following dispute and to report thereon, namely, the dispute about the arrangements for the negotiation and settlement of terms and conditions of employment for members of the British Air Line Pilots Association between, on the one hand, employers represented on the Employers' Side of the National Joint Council for Civil Air Transport and workers represented by the trade unions (other than the British Air Line Pilots Association) on the Employees' Side thereof and, on the other hand, members of the British Air Line Pilots Association.

The Minister further directs that the following Rules regulating the procedure of the Court shall have effect, that is to say:—

- (1) (i) Any person may, by notice in writing signed by the Chairman of the Court, be requested to attend as a witness and give evidence before the Court, or to attend and produce any documents relevant to the subject matter of the inquiry, or to furnish, in writing or otherwise as the Court may direct, such particulars in relation to the subject matter of the inquiry as the Court may require;
- (ii) The Court may require any witness to give evidence on oath, and the Chairman, or any person duly authorised by him, may administer an oath for that purpose;
- (2) The Court may act notwithstanding any vacancy in its number, and two members shall form a quorum;

- (3) The Court may at any time, if it thinks it expedient so to do, call in the aid of one or more assessors specially qualified, for the purpose of assisting the Court in its inquiry ;
- (4) The report and any interim report of the Court shall be made to the Minister in writing, and shall be signed by such of the members as concur therein and shall be transmitted to him as soon as practicable, and any minority report by any dissentient member of the Court shall be made and transmitted in like manner ;
- (5) Subject to these rules the Court may regulate its own procedure as it thinks fit.

Signed by order of the Minister of Labour this seventh day of September, 1967.

C. F. HERON  
Under Secretary,  
Ministry of Labour.

# REPORT

To the Right Honourable THE MINISTER OF LABOUR,

SIR,

1. We were appointed by you on 7th September, 1967 with the following terms of reference:—

“To inquire into the causes and circumstances of the following dispute and to report thereon, namely, the dispute about the arrangements for the negotiation and settlement of terms and conditions of employment for members of the British Air Line Pilots Association between, on the one hand, employers represented on the Employers’ Side of the National Joint Council for Civil Air Transport and workers represented by the trade unions (other than the British Air Line Pilots Association) on the Employees’ Side thereof and, on the other hand, members of the British Air Line Pilots Association.”

2. In accordance with the terms of our appointment we have the honour to submit the following Report.

## INTRODUCTORY

3. The Court sat in private in London on 18th and 19th September, 1967, to hear the evidence and submissions of the parties. We also met in private on 26th September and 2nd October to consider our Report.

4. At the hearings, Mr. John May, Q.C., and Mr. P. Phillips (instructed by Evan Davies and Company, Solicitors) appeared on behalf of the British Air Line Pilots Association. The case for the Employers’ Side of the National Joint Council for Civil Air Transport was presented by Mr. O. B. Elwin (Employers’ Side Chairman) and for the Employees’ Side by Mr. C. Jenkins (Employees’ Side Chairman), who also spoke in his capacity as Chairman of the Council.

5. Statements were also made by:—

For B.A.L.P.A.

Captain R. T. Merrifield ... Chairman of B.A.L.P.A.

On the Employers’ Side

Mr. L. Atherton ... B.O.A.C.

Mr. W. A. Buckingham ... B.E.A.

On the Employees’ Side

Mr. H. G. Chapman ... Vice-Chairman, Employees’ Side

Mr. M. Young ... Secretary, Employees’ Side

6. Press reports current before the Court opened indicated that pilots were considering strike action in connection with certain other matters in



dispute. At the close of the hearing we therefore expressed the hope that, in so far as those matters had a bearing on the dispute with which we were concerned, no industrial action would be taken by any party until we had had the opportunity to present our Report to you, Sir. It was reported widely on 25th and 26th September that B.A.L.P.A. had sent out a strike ballot paper to one section of its members. The Association had informed the Court on 22nd September that they intended to take this action and had stressed that it was in no way intended to be discourteous to the Court but was necessary because one month had to elapse between the notice and any industrial action which might follow. The Association assumed that our Report would be published within this period.

7. The Association's action, together with its attendant publicity, was hardly likely to contribute to a solution of the dispute with which we are concerned. We consider it most unfortunate that despite the appeal made by the Court the Association felt obliged to take this action and publicise it before we had reported to you.

8. In this Report we shall refer to the National Joint Council for Civil Air Transport as the Council or the N.J.C.; the Employers' Side of the Council as the Employers' Side or the Employers; the Employees' Side of the Council (other than B.A.L.P.A.) as the Employees' Side or the Trade Union Side; the British Air Line Pilots Association as B.A.L.P.A.; the British European Airways Corporation as B.E.A. and the British Overseas Airways Corporation as B.O.A.C.

### **The Civil Air Transport Industry**

9. The Civil Air Transport Industry consists of the two nationalised corporations, B.E.A. and B.O.A.C., and a number of private companies (usually referred to as the independent operators), in some of which the corporations hold a financial interest. The total number employed in the industry is approximately fifty-five thousand; more than half of these are employed by B.E.A. and B.O.A.C.

10. Statutory obligations in regard to terms and conditions of employment are laid on both the nationalised corporations and the independent operators. A provision in the Civil Aviation Act 1946 required the corporations (unless they were satisfied that adequate machinery already existed) to seek consultation with organisations seeming to them appropriate with a view to establishing machinery for the negotiation of terms and conditions of employment and for the discussion of certain other matters. The provision was restated in the Air Corporations Acts 1949 and 1967 and an extract from the current Act is set out in Appendix 1. In regard to the employees of independent operators the Civil Aviation Act 1946 required that their terms and conditions of employment should be not less favourable than those observed by the corporations, unless they were regulated by other enactments or were in accordance with either an agreement between the undertaking and the trade unions concerned or a decision of an appropriate joint industrial council. This requirement, now contained in the Civil Aviation Act 1949, is set out in Appendix 2.

11. The Government have recently announced the appointment of a committee to inquire into the economic and financial situation and prospects of the British Civil Air Transport industry and the current methods of regulating competition and of licensing.

### **The National Joint Council for Civil Air Transport**

12. The Council was set up in 1946 by the nationalised corporations and trade unions then having membership in the industry. Provision was made in the constitution of the Council (which is set out in Appendix 3) for the participation of private air transport companies as a means of complying with their statutory obligations, and they have been represented on the Council since December, 1947.

13. There have been changes in the membership of the Council over the years. The most recent changes were the resignations of four independent operators—British United Airways and Morton Air Services in February, 1965 and British Eagle and Channel Airways in June, 1966. Following the resignations in 1965 the constitution was amended to provide that withdrawal from membership of the Council should be subject to six months' notice by one Side of the Council to the other of the intention of the member organisation so to withdraw (Clause 5(c)). The employers and trade unions in membership of the Council on 1st April, 1967 are listed in Appendix 4.

14. The constitution provides for the formation of sectional panels for such groups of employees as the Council decides. The panels, of which there are ten at present, have plenary powers to deal with matters peculiar to their respective groups of employees. The panels were stated to cover all but a few hundred employees in the industry (including some 600 in the corporations—for example, those in higher managerial grades) who, although within the purview of the N.J.C., have not been allocated to a particular panel. The number of unions on the Employees' Side of a panel varies according to its scope. The National Sectional Panel for Pilot Officers (referred to hereinafter as the "Pilots Sectional Panel") covers Pilot Officers and Pilot Instructors, and B.A.L.P.A. is the only union represented on it.

15. The procedure for the settlement of differences, which is set out in Clauses 16–17 of the constitution, contains two material amendments introduced in 1966. Where it is proposed to refer a dispute between the two sides of a sectional panel to arbitration the Council may now, with the consent of the two sides of the panel, set up a conciliation committee in order to attempt to settle the difference. In addition, reference to arbitration, which until 1966 could be made at the request of either side, is now subject to the consent of both sides. Arbitration decisions continue to be binding on both parties.

### **British Air Line Pilots Association**

16. B.A.L.P.A. was formed in 1937, became affiliated to the T.U.C. in 1943 and was a founder member of the Council in 1946.



17. The total membership at the time of the Inquiry was stated to be 4,288, consisting of 2,983 members employed by airlines in the United Kingdom, 241 overseas members, persons holding executive posts and helicopter pilots, and 1,064 associate members. B.A.L.P.A. claimed to represent approximately 90 per cent. of the pilots employed in the Civil Air Transport Industry in the United Kingdom: these included 937 or 93 per cent. of the pilots employed by B.O.A.C. and 969 or 86 per cent. of the pilots employed by B.E.A.

### **Events leading to the establishment of the Court of Inquiry**

18. On 6th April, 1967, B.A.L.P.A. informed the Secretary of the Employees' Side that the Association had decided to withdraw from the N.J.C. on expiry of six months' notice. They informed the Employers' Side in similar terms on 7th April. At the same time B.A.L.P.A. gave six months' notice of termination of the Pilots Sectional Panel agreement on terms and conditions of employment of pilots.

19. On 11th May the Employers' Side informed B.A.L.P.A. that it seemed to the Secretaries of the two Sides that the resignation could not take effect until the next Council meeting on 15th June but that it would be for the Council to decide on that matter when they met. The letter added that the item was being put on the agenda.

20. On 15th June B.A.L.P.A.'s notice of withdrawal was discussed at the usual preliminary meeting of the Trade Union Side. The other unions on the Employees' Side said they felt that withdrawal could only do harm to the Council as a whole. They therefore asked B.A.L.P.A. to reconsider the matter and for the question to be discussed by the Trade Union Side of the General Purposes Committee. The Employees' Side agreed that in the meantime they should decline to accept B.A.L.P.A.'s notice of withdrawal on the basis that the constitution covered all staff in the industry, and that the item should be deleted from the full Council agenda. At the full Council meeting later that day the Trade Union Side reported their decision and the Employers' Side agreed with their proposed course of action.

21. On 26th June B.A.L.P.A. informed the joint secretaries that, in the light of the decision of the Trade Union Side on 15th June not to accept their notice of resignation, they had decided not to participate further in Council affairs as from 26th June. The Association would not consider itself bound by any decisions taken after that date by the Trade Union Side with the Employers' Side of the Council.

22. On 26th June B.A.L.P.A. wrote individually to the employer members of the Council to notify them of B.A.L.P.A.'s decision. B.A.L.P.A. added that their notice of termination of the Pilots Sectional Panel agreement on terms and conditions of employment of pilots would continue to run for its full six months' period. B.A.L.P.A. also required that all future consultations and negotiations concerning pilots should be carried out directly between itself and the employers. In their replies to these letters, the employers refused to accept B.A.L.P.A.'s requirements of direct consultations and negotiations and said that exchanges with B.A.L.P.A. would be suspended until the full Council had considered the matter.

23. On 29th June the Employees' Side again asked B.A.L.P.A. to reconsider their decision and invited them to discuss the matter on 6th July, first with the Trade Union Side and then at a special meeting of the full Council. B.A.L.P.A. declined the invitation.

24. Following the Council meeting on 6th July the joint secretaries wrote to you, Minister, drawing your attention to the situation. On 6th July the General Secretary of B.A.L.P.A. wrote to you to give the Association's views on the matter.

25. Subsequently representatives of B.A.L.P.A., the Trade Union Side and the Employers' Side discussed the situation at separate meetings with the Ministry's Chief Conciliation Officer. On 22nd August you announced your decision to appoint a Court of Inquiry.

## **CONTENTIONS OF THE PARTIES**

26. In this section of the report we shall summarise the parties' views on the causes of the present dispute. We give first, in paragraphs 27-46, the general views of each of the parties and then go on, in paragraphs 47-76, to consider some more detailed points individually.

### **General contentions**

#### **B.A.L.P.A.'s general contentions**

27. B.A.L.P.A. accepted that the immediate cause of the dispute\* was their decision to withdraw from the N.J.C. with effect from 26th June, 1967, consequent upon the refusal of the Employees' Side to accept the six months' notice of withdrawal given by B.A.L.P.A. on 7th April (see paragraphs 48-52 below). B.A.L.P.A. contended however that these events were merely the culmination of years of dissatisfaction on their part with the N.J.C., and in support of this contention they produced to the Court some 100 documents covering events during the period November, 1960 to September, 1967.

28. The documents consisted of copies of correspondence and notes of meetings between the parties themselves (N.J.C. and Employees' Side meetings) and between B.A.L.P.A. and the Ministry of Labour and B.A.L.P.A. and the Board of Trade. They concerned the following main subjects :

- (1) B.A.L.P.A.'s complaints of delay in procedure and their dissatisfaction with the working of the Pilots Sectional Panel (November, 1960-April/May, 1962).
- (2) The amendments to the N.J.C. constitution already described in paragraph 15 above.

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\* Although B.A.L.P.A. had reservations as to whether there existed a trade dispute within the meaning of the Industrial Courts Act 1919, we have used the word "dispute" throughout this Report.



- (3) The resignations of employer members from the Council in 1965 and 1966.
- (4) A resolution passed at a meeting on 9th August, 1966 of B.A.L.P.A.'s Central Board (the body concerned with the management of the Association) to the effect that B.A.L.P.A. should give notice of withdrawal from membership of the N.J.C. as soon as practicable.
- (5) A ballot of members conducted by B.A.L.P.A. in November/December, 1966 on the question—

“In order to effect withdrawal of the Association from membership of the N.J.C., are you prepared if necessary to determine your contract for service in such a manner as may be deemed necessary by the British Air Line Pilots Association?”

3,089 ballot papers had been issued; of the 717 returned (excluding 48 papers spoilt or otherwise declared invalid) 623 had been answered “yes”.

- (6) The events following B.A.L.P.A.'s notice of withdrawal from the N.J.C. dated 6th April, 1967.

29. Generally B.A.L.P.A. considered that the N.J.C. had concentrated on negotiation of wages and allied matters to the neglect of the broader objectives laid down in its constitution—in particular clause 4(b), which spoke of discussion of matters affecting the safety, health and welfare of employees and of other matters of mutual interest to the employers and the employees and the formulation of proposals to secure the highest possible standards in all related matters. The N.J.C. machinery did not for example provide B.A.L.P.A. with facilities for discussing technical issues of vital professional interest to the pilots. Even in the field of negotiation of salaries the N.J.C. and the sectional panels had ceased to be an effective instrument, for in recent years their main contribution had been merely to endorse agreements which had been negotiated direct with the corporations and companies. It was relevant also that one-third of B.A.L.P.A.'s members were employed in firms not in membership of the N.J.C.

30. Over the years B.A.L.P.A. had tolerated association on the Employees' Side of the N.J.C. with other unions whose scope, aims, methods and general outlook were, they felt, very different from their own. With recent constitutional changes however (see paragraphs 68–70 below) this problem had become acute. Continued association with other unions was dissuading some pilots from joining B.A.L.P.A. and was generally inconsistent with B.A.L.P.A.'s desire to be regarded as a professional body.

31. When the Employees' Side had refused to accept B.A.L.P.A.'s notice of resignation from what was a purely voluntary organisation B.A.L.P.A. considered they had no option but to withdraw at once. They were still ready however to talk directly with any employer, or indeed with any trade union, on matters of mutual interest.

32. The Chairman of B.A.L.P.A., himself an active pilot, spoke on how pilots viewed their association with the N.J.C. He said that much of B.A.L.P.A.'s earlier impetus in N.J.C. affairs had been due to the keen

interest shown in it by a previous General Secretary. Thereafter he felt that B.A.L.P.A. had not fully participated in the Council's work but rather had kept a watching brief on it. B.A.L.P.A.'s real interest in the Council had been that it provided a negotiating procedure which did not exist elsewhere. The Chairman and General Secretary of B.A.L.P.A. were nominally their representatives on the Council but it was extremely rare for the Chairman to attend Council or Trade Union Side meetings.

33. One of the pilots' chief complaints was that the N.J.C. machinery did not provide B.A.L.P.A. with facilities for discussing technical matters such as airfield lighting, cockpit lay-out and instrumentation—matters on which pilots had very strong views. As a result B.A.L.P.A. had over the years established close direct contacts with major manufacturing firms on such questions. B.A.L.P.A. was accepted by the Air Registration Board as a professional Association and was frequently invited to send observers to meetings of the International Civil Aviation Organisation to participate in discussion on technical aspects of aircraft operation and performance. B.A.L.P.A. had also done much to build up the International Federation of Air Pilots Associations, which they had founded in association with the Canadian and American Pilots Associations. Generally, pilots felt that their and the Association's main interests were in matters which were not the concern of the N.J.C. In the course of questioning, he agreed, however, that terms and conditions of employment were still matters of great interest to pilots.

34. B.A.L.P.A. had, he agreed, asked for help from other unions and had given help to other unions, but they did not see themselves now as any more isolated from the rest of the industry than they had been before. As far as the Council was concerned, however, they did not wish to remain in an organisation to which they were contributing nothing and from which they were getting no benefit.

#### **General comments by the N.J.C.**

35. Speaking as Chairman of the Council, Mr. Jenkins said the collective view was that the N.J.C. was an effective mechanism although subject, like other joint councils, to stresses from time to time. It was more imaginative than some councils and it did much more than merely settle wages and conditions. Its arrangements for joint consultation were probably as good as any. The unions had quarterly meetings with the corporations and some companies, at chairman level. At these meetings, in addition to discussing matters concerning health, welfare, education, safety and training, they received information on financial results and forward planning (e.g. in relation to purchase of new aircraft). There was free discussion and the unions could and did suggest items for the agenda.

36. The Council felt that withdrawals from either side of a well established and stable piece of collective bargaining machinery were unfortunate. Earlier resignations had usually led to industrial difficulties. It seemed, too, that organisations leaving the N.J.C. had done so not from dissatisfaction with procedures but because they thought this would improve their bargaining position. The Council were anxious to have a flexible and progressive constitution, and the recent work of the constitutional sub-committee showed that



they had not allowed things to stagnate. They were however also anxious to avoid competition within the industry over salaries and conditions.

37. In all its work the Council had been greatly helped by B.A.L.P.A.'s specialised contribution. B.A.L.P.A., with the other unions, had had the opportunity of participating in the work of the constitutional sub-committee, and had not dissented from the changes subsequently introduced. If however they were still dissatisfied with features of the procedures the Council would willingly give any proposals very careful consideration.

### **General comments of Employees' Side**

38. The Employees' Side stressed that they wished to see a "strong but variegated central collective bargaining machine devoted to the interests of all unions and all employers concerned". They had thought that B.A.L.P.A. shared this aim and they considered that the Association had, certainly until recently, played a vigorous part in N.J.C. affairs. The suggestion that there was little of mutual interest between them and the other unions was surprising: all the unions had acted together over matters such as allowances, privileges, holidays, medical facilities and pensions. But on matters concerning pilots alone B.A.L.P.A. were free to reach their own agreements through the Pilots Sectional Panel, which on the Employees' Side included only pilots' representatives.

39. The other unions on the Council covered a wide range of interests and experience. The many grades they represented included quite a number whose work was of an extremely complex and technical nature. Further, the range of matters discussed between employers and unions had broadened considerably in recent years. The Employees' Side recognised that each section had particular interests and they were sympathetic towards B.A.L.P.A.'s aspirations for its members. They had always tried to help B.A.L.P.A. in any way they could and B.A.L.P.A.'s requests for assistance over specific cases, either to the N.J.C. or to particular unions, had always been met most willingly.

40. There was also the practical point that, if B.A.L.P.A. did withdraw from the N.J.C., they would still need some form of machinery for negotiating conditions of service.

### **General views of the Employers' Side**

41. The Employers' Side also paid tribute to B.A.L.P.A.'s major contribution to the work of the N.J.C. and stressed that they too would willingly consider any ideas that would make for a strong and healthy civil aviation industry. They had therefore been particularly disturbed to hear B.A.L.P.A., as a responsible union whose aims and objectives seemed very similar to those of the Council, say that they wished to have nothing further to do with the N.J.C.

42. The B.E.A. representatives said that from their experience some of the difficulties over the years had probably stemmed from B.A.L.P.A.'s internal organisation. In April, 1960, following a particularly complex set of negotiations, B.E.A.'s Chief Executive had written to B.A.L.P.A. pointing out that some features of their negotiating methods had impeded progress. The composition of B.A.L.P.A.'s negotiating team had changed, sometimes



completely between one day and the next; its representatives, usually numbering at least six, had frequently put forward different views, individually and collectively, and it seemed that none had authority to act on B.A.L.P.A.'s behalf. B.E.A.'s Chief Executive had suggested that it would help considerably if B.A.L.P.A. could work through a small and consistent negotiating team, with adequate authority to negotiate. In his reply B.A.L.P.A.'s General Secretary had said the Executive Council recognised that these points had some substance and thanked B.E.A. for their frank and constructive letter.

43. The B.E.A. representatives said that, despite this exchange, B.A.L.P.A. continued to conduct its negotiations through lay members elected for comparatively short periods of office, and serious difficulties were still arising from lack of continuity in representation, policies and views.

44. The employers in membership of the N.J.C. were parties to its constitution and could not negotiate outside the N.J.C. without amendment of the constitution: it had been doubtful whether such an amendment would have trade union agreement. The whole concept of joint negotiations however was to avoid conflict between sectional interests. The industry's experience of its first three-year agreement suggested that a common approach on both sides was important. In the negotiations for the second such long-term agreement the employers and the unions had therefore agreed to act in concert on their respective sides and to conduct across-the-board negotiations which regarded all staff as part of a team. On this basis general agreement had been reached on 14th September: these were however only "first-tier negotiations", and sectional panels were free to negotiate separately for groups of staff for whom special considerations could be advanced and justified on the grounds of additional effort, skills, responsibility and productivity.

45. B.A.L.P.A.'s withdrawal from the N.J.C. would raise questions of principle—such as whether B.A.L.P.A. could continue to enjoy negotiating rights outside the N.J.C.—and practical problems for the Association itself and for the employers. Further, withdrawal might well be contrary to B.A.L.P.A.'s stated aims, for under its membership rules its principal objects were—

- "(i) to regulate the relations between employees and employers, and between employees and employees.
- (ii) to provide old age, sickness and other provident benefits for members."

46. Pilots had a position of command and seniority in the industry and were an integral part of any airline. The idea that a body of such importance, which enjoyed excellent relations with other categories of staff, should conduct its negotiations in complete isolation seemed wholly alien to the concept of a successful and well run industry and the Employers' Side appealed to B.A.L.P.A. to reconsider their attitude.

### **Particular issues**

47. In paragraphs 48–76 we set out the evidence of the parties on particular issues to which B.A.L.P.A. drew our attention. We start with the matters which led to B.A.L.P.A.'s summary withdrawal from the Council and then go on to their criticisms of the operation of the N.J.C.

## **Treatment of B.A.L.P.A.'s notice of resignation**

48. B.A.L.P.A. said that the reason for their immediate withdrawal from the Council was the manner in which their notice of resignation had been treated. B.A.L.P.A. had considered that the notice, sent to the Secretary of the Employees' Side on 6th April, 1967, was fully in accordance with the constitution and had expected that it would be accepted by the Council, just as previous resignations by employer members had been accepted. They had therefore been astonished when, on 15th June, the other trade unions had taken the view that each Side of the Council had the right to accept or reject a notice of withdrawal and had decided that B.A.L.P.A.'s notice should not be accepted on the basis that the constitution covered all staff in the industry. B.A.L.P.A. had been prepared to observe the period of notice required by the constitution; however, when their notice was, in their opinion, "rejected with contumely", they felt their only course was to withdraw from the Council immediately.

49. B.A.L.P.A. had seen no point in discussing the matter further and they had therefore not attended the special meeting of the Council on 6th July. They noted, however, that according to the minutes of that meeting the Employers' Side had declared their intention of not negotiating with B.A.L.P.A. until the situation was resolved. The Employers had then declared that in forthcoming negotiations with the Trade Union Side, they would regard themselves as dealing with all negotiable grades, including pilots, on the grounds that the question as to how pilots were represented was a matter within the competence of the Council. The Employees' Side had agreed with this view and had stated that constitutionally it was perfectly clear that for a period of six months from 15th June B.A.L.P.A. remained in membership. Thereafter it would still remain the prerogative, under the constitution, of the Trade Union Side to determine the membership of its own Side; and if as a Side they declared B.A.L.P.A. to be a member, then B.A.L.P.A. was a member.

50. B.A.L.P.A. rejected this argument. There was no statutory obligation for them to be within the Council; it was a voluntary body, and they could not and should not be precluded from withdrawing if they wished.

51. In evidence the Employees' Side said that they fully accepted that the Council was a voluntary organisation. On the other hand they desired to have B.A.L.P.A. inside the Council and had been unwilling to facilitate B.A.L.P.A.'s withdrawal. In answer to a question, the Employees' Side admitted that at the end of the six months' period B.A.L.P.A. could legitimately claim no longer to be in membership of the Council. Difficulties would then arise, however, because employer members of the Council were bound under the constitution to negotiate for all their employees within the Council machinery.

52. In answer to a question, the Employers' Side said that if B.A.L.P.A.'s resignation had been officially submitted, they would have been obliged to accept it. They would have hoped, however, that during the six months, discussions would take place and an answer would be found to B.A.L.P.A.'s difficulties.



## **Delays in negotiations**

53. One of B.A.L.P.A.'s main criticisms of the operation of the N.J.C. was the length of time taken to complete negotiations with the Employers' Side. The need to use the fairly complex machinery for the settlement of differences of itself made for delay: they considered however that the employers had exploited this in order to impose further unwarranted delays.

54. B.A.L.P.A. said that many examples could be given of procrastination. In 1960 B.A.L.P.A. had informed the Ministry of Labour's Chief Conciliation Officer of twelve issues awaiting settlement, mainly through arbitration, and had pointed out that hardly any claims, however small, were being settled within the industry's own machinery. As an example of the Council machinery being used to hamper matters in dispute, one question first raised with B.E.A. in 1961 had eventually reached the Industrial Court eighteen months afterwards; B.E.A. had then accepted B.A.L.P.A.'s claim before the Court ruling was given. Again, B.A.L.P.A. had asked on 31st January, 1962 for a meeting of the Pilots Sectional Panel, but by April, 1962 no date had been fixed.

55. The other trade unions had shared B.A.L.P.A.'s concern and at a special meeting of the Council in July, 1964 the Employees' Side had said it seemed that the employers' unwillingness to settle claims within the N.J.C. was mainly due to the fact that either Side could refer issues to the Industrial Court without the agreement of the other. The constitution had later been amended to meet this point.

56. B.A.L.P.A. contrasted this history of chronic delays with the speedy conclusion of the recent pay and productivity deal which, perhaps by coincidence, had been agreed a few days before the Court of Inquiry took place. This deal purported to cover pilots as well as all other grades in the industry although it had been concluded after B.A.L.P.A. had withdrawn from the Council.

57. B.A.L.P.A. said that further examples of delay could be given. It seemed that these would recur so long as the employers could fall back on the Council machinery in its present form.

58. The Employers' Side said that, whatever difficulties there might have been in the past, accusations of persistent and undue delay in dealing with B.A.L.P.A. claims in recent years were not justified. Their claims had to be considered very carefully because of their importance and the cost involved. Moreover pilots were only one of the categories of staff on whose behalf claims were presented to the employers, and they had to "take their place in the negotiating queue": this applied to negotiations both inside and outside the N.J.C. machinery.

59. Even in earlier years some of the apparent delays were explicable. At the time of B.A.L.P.A.'s request in January, 1962 for a meeting of the Pilots Sectional Panel discussions had been proceeding on the Panel about the implementation of the findings of a working party under Group Captain Ruffell Smith on pilots' work loads and flying conditions. Twelve special meetings of the Panel on this subject alone had taken place within two months and this had inevitably delayed discussion of other business.

60. Nor had delays been confined to one side. B.A.L.P.A. had told B.E.A. informally in October, 1961 of a forthcoming salary claim but this had not been lodged until 22nd March, 1962. On 21st May the employers had pointed out that the claim was not supported by the necessary information: this had been supplied on 7th June and the employers had given their reply on 31st August. Discussions had been concluded in December, 1962.

61. The Employers' Side pointed out that in 1964-65 a three-year package deal for pilots had been negotiated by B.E.A. over a period of only three months. B.A.L.P.A. commented that this package deal was based on a similar agreement previously negotiated with B.O.A.C. over a period of about a year.

62. The Employees' Side said that delays tended to occur in any collective negotiating machinery. The constitution had been amended following their complaints in 1964 and the new arrangements subsequently introduced had worked well. They rejected B.A.L.P.A.'s suggestion that the conclusion of the new pay and productivity agreement had been influenced in any way by B.A.L.P.A.'s resignation from the Council or by the establishment of the Court of Inquiry.

### **Effectiveness of panel machinery**

63. B.A.L.P.A. said that for some years now they had been dissatisfied with the Pilots Sectional Panel. They had the impression that the employers' representatives had less latitude than formerly to negotiate without reference back to higher management. Further, the same employers' representatives generally dealt with other panels as well and were used to negotiating on traditional trade union lines: they accordingly found it difficult to adjust their thinking when dealing with persons of the pilot's level of skill and experience. During the last two or three years B.A.L.P.A. had therefore begun to negotiate agreements with individual employers, and this arrangement had proved much more satisfactory. The agreements had been reported to the Pilots Sectional Panel but this had been no more than a formality. B.A.L.P.A. therefore wanted in future to conduct all their negotiations directly with employers, outside the machinery of the Council.

64. In the course of questioning, B.A.L.P.A. admitted that the terms and conditions of employment of pilots employed by companies not in membership of the Council were not in general any better than those of pilots employed by Council members. As far as salaries were concerned the independent operators tended to follow the lead of the corporations.

65. The Employees' Side pointed out that B.A.L.P.A.'s practice was not unique: indeed, all the other unions had direct discussions with employers on a wide range of issues. The Council machinery was however used to deal with those that could not be settled informally in this way.

66. They did not agree that the sectional panels were ineffective. All trade unions, including B.A.L.P.A., were free to present claims to their sectional panels, and all panels were absolutely free to reach agreements on matters that concerned only their respective groups of employees.



67. The Employers agreed with this view but added that matters of common interest, such as sick pay provisions, leave and pensions, had to be considered on a broad basis and for this the Council itself was more appropriate.

### **Conciliation committees**

68. B.A.L.P.A. complained of the recent introduction into the constitution of a provision whereby a conciliation committee set up by the full N.J.C. could investigate, before reference to the Industrial Court, sectional disputes which the appropriate sectional panel was unable to resolve. This meant that representatives of the other trade unions on the Council would be considering matters concerning pilots alone. B.A.L.P.A. doubted whether officials from the other unions had adequate knowledge, experience or skills to consider the very technical matters involved in an air pilot's job. The conciliation committee could admittedly operate only with the consent of the parties involved and B.A.L.P.A. had refused to use it for differences involving pilots: their failure to respond to pressure from the other unions over this had however been a considerable disappointment to the Employees' Side.

69. The Employees' Side said they had not realised that B.A.L.P.A. were dissatisfied with the new procedure. B.A.L.P.A. had not opposed the change in the constitution and indeed on one occasion had supplied a member to sit on a conciliation committee. In setting up the new procedure the Council had agreed that there was a considerable amount of expert knowledge within its membership and that fresh examination of a problem by a different set of people within the industry might avoid the need to seek outside help. Experience had shown that this was so. Of the seven cases so far put to conciliation committees there was only one in which it had proved impossible to find a solution acceptable to the parties and that exception had been referred to the Industrial Court.

70. The Employers' Side said they considered that most differences concerned industrial rather than technical questions, and they felt that pilots' industrial problems were intrinsically no more difficult than those of other grades. It was a great improvement that, with the consent of the sectional panel concerned, the Council could now make recommendations on the treatment of problems affecting a particular category of employee, including the type of arbitration most appropriate to the issue.

### **Range of arbitration facilities**

71. B.A.L.P.A. was very critical of the fact that the provision for arbitration contained in the N.J.C. constitution specified that reference should be to the Industrial Court. B.A.L.P.A. wished to have the opportunity of using the alternative forms—namely, a specialist tribunal or an individual arbitrator with specialist knowledge—provided for in the Industrial Courts Act 1919 (an extract from which is set out in Appendix 5). B.A.L.P.A.'s main reason was that they had considerable doubts about the competence of the Industrial Court adequately to appreciate the technical matters involved in a pilot's job, although they recognised that some disputes were entirely within the Court's competence.

72. The Employers disagreed with B.A.L.P.A.'s criticism of the Industrial Court. Most of the issues concerning pilots which were referred to the Court were of a normal industrial relations character, covering such matters as salaries, allowances and scheduling problems, including hours and patterns of work. Basically they were no different from other cases dealt with by the Court in its normal business.

73. In any case B.A.L.P.A. was under no obligation to use the Industrial Court. The Employers thought that, even on the present wording of the constitution, issues could be referred to other types of arbitration, and indeed on three occasions differences over pilots' conditions of employment had been dealt with in this way—by Boards of Arbitration appointed by the Minister of Labour in 1955 and 1960, and by the special independent investigation under Group Captain Ruffell Smith in 1961.

74. The Employees' Side said that they had previously thought B.A.L.P.A. was satisfied with the Industrial Court. Of the 76 references by the industry to the Court between 1946–67, 33 had been made by B.A.L.P.A. They pointed out that B.A.L.P.A. could have suggested to the constitutional sub-committee that the constitution should incorporate Section 2(2) of the Industrial Courts Act. Such a proposal would still receive sympathetic consideration.

#### **Proposed sectional panel for all flying staff**

75. B.A.L.P.A. said that the proposed changes put forward in 1966 had included a suggestion that the number of sectional panels should be reduced and in particular that a single sectional panel should cover not only pilots but also all other flying staff. B.A.L.P.A. attached considerable importance to the continued existence of a separate panel for pilots and they were completely opposed to this suggestion.

76. The Employees' Side expressed great surprise that B.A.L.P.A. thought this proposal was still being considered. When the Employers' Side had first made the proposal the Employees' Side's immediate reaction had been that the Pilots Sectional Panel should not be extended in this way and the suggestion had not therefore been taken any further.

### **CONCLUSIONS AND RECOMMENDATIONS**

#### **Immediate cause of dispute**

77. The immediate cause of the dispute with which we are concerned was the decision of B.A.L.P.A. to withdraw summarily from the N.J.C. following the Employees' Side's refusal to accept B.A.L.P.A.'s six months' notice of resignation from the Council tendered on 6th April, 1967.

78. When the Employees' Side considered the matter at their meeting on 15th June they took the view that each Side of the Council had the right to admit organisations to membership and the right to accept or reject notice of withdrawal. We note, however, that in the course of our questioning they agreed that membership of the N.J.C. was voluntary and that an organisation could, on expiry of the requisite notice, legitimately claim that they were no longer members.



79. Our interpretation—and we speak as laymen—of paragraph 5 of the constitution is that B.A.L.P.A. had the right to withdraw from membership of the Council subject to six months' notice provided for under paragraph 5(c). It seems to us that such a notice does not require the agreement of other members of the Trade Union Side to be effective, but that that Side is required as a matter of procedure to transmit any such notice to the other Side. We think that if it had been intended that the constituent members of one Side should have the right to "veto" the notice of a fellow member (for example by a majority vote) paragraph 5, and particularly paragraph 5(c), would have been expressed very differently. Whatever the motives of the Employees' Side's action at the meeting on 15th June it is not altogether surprising that their refusal to accept the notice of resignation (even if linked with attempts to have the matter reconsidered first) seemed to B.A.L.P.A. to be "high-handed". We have some sympathy for B.A.L.P.A. in the predicament in which they found themselves as a result of the Trade Union Side's decision on the matter.

### **Effectiveness of the Council**

80. We turn now to the reasons for B.A.L.P.A.'s dissatisfaction with the N.J.C.

### **The N.J.C.'s preoccupation with wage and similar negotiations**

81. B.A.L.P.A. considered that the N.J.C. had concentrated on questions of wages and allied matters to the neglect of its broader objects—particularly joint consultation.

82. We heard some evidence of how joint consultation is carried on in the industry. We were told how the Employees' Side have regular separate meetings with high level representatives of the corporations and some independent companies to discuss matters of interest to staff, including financial results and forward plans. We consider that, certainly on subjects concerning employees as a whole, this is very much more than (as B.A.L.P.A. suggested) paying lip service to the idea of joint consultation and that the arrangements in civil air transport are a considerable advance on practice in many other industries.

83. B.A.L.P.A. expressed disappointment that the N.J.C. machinery did not in their view provide satisfactory facilities for the discussion of technical and professional matters. It may well be that their technical interests range more widely than the subjects usually discussed in joint consultation. To us however the important point is that there should be effective arrangements whereby pilots can put forward their views on these matters to their respective managements. We were therefore glad to have assurances from both B.A.L.P.A. and the employers that the Association had facilities for raising any matter of domestic interest direct with the flight operations departments of the corporations and the companies.

### **Delays in negotiations**

84. Complaints about delays in discussing and settling claims were made by both B.A.L.P.A. and the Employers' Side. It may be significant that the specific cases raised all occurred some years ago, and the employers

indeed seemed to accept by implication that they had not been blameless in earlier years. It would however be unwise to generalise on a few cases and we do not think it would be conclusive or profitable to pursue the complaints of each side on this matter in detail. The Council should consider whether it would be feasible to introduce time limits for the various stages of their procedure for handling differences.

85. It was implied in evidence that negotiations within the N.J.C. machinery take considerably longer than those with firms outside the N.J.C. We consider that any such difference is largely explained by B.A.L.P.A.'s admission that in salary matters the independent operators tend to follow the lead of the corporations.

### **Panel machinery**

86. B.A.L.P.A. complained of the ineffectiveness of the panel machinery and pointed out in particular that in matters of negotiation the panels now merely endorsed agreements made between unions and employers direct. In offering a choice of methods of negotiation the N.J.C. arrangements appear to us to provide considerable flexibility. On matters of common interest, as the Employers pointed out, it is desirable to have a reasonably broad approach, and the panel machinery or if appropriate the Council itself provides the necessary forum for discussion in this way. This does not however inhibit direct negotiations between a union and a company on particular subjects, but if only for practical reasons the panel may reasonably expect to be informed of major agreements reached in this way. We note that all these methods are used by the other unions on the N.J.C. In addition, the N.J.C. framework provides general facilities for considering disputes. In short, we heard no evidence which suggested that the legitimate claims of pilots could not be pursued effectively through the existing panel machinery.

87. We accept the Employees' Side assurances that they opposed the Employers' proposal to widen the scope of the Pilots Sectional Panel to include all flying staff, and that the suggestion has been dropped.

### **Conciliation committees**

88. B.A.L.P.A. do not feel that representatives of other trade unions on the Council have the necessary expertise to deal, as members of a conciliation committee, with issues concerning pilots. We can understand B.A.L.P.A.'s reservations in regard to matters that are wholly technical but on industrial questions (and the employers said that many fell into this category) one would expect that a conciliation committee set up by the N.J.C. could make a useful contribution: this would also be in keeping with the desirability of settling as much as possible within the industry itself.

89. We note that reference to a conciliation committee requires the consent of the parties involved, and we think that this safeguard should be adequate to meet the view of any union which has doubts whether particular questions are suitable for discussion in this way. We note too that the constitution permits sectional panels to refer issues direct to conciliation by the Ministry of Labour.



## **Arbitration facilities**

90. One of B.A.L.P.A.'s main criticisms of the N.J.C. constitution is that in its reference to arbitration it mentions only the Industrial Court whereas the Industrial Courts Act 1919 provides for alternative forms of arbitration. B.A.L.P.A. said this was the major procedural difference between the N.J.C. constitution and the practice of firms not in membership.

91. The wording of the N.J.C. constitution has not prevented the appointment of specialist Boards of Arbitration—one of the alternative forms specified in the Act—when this seemed the most appropriate way of dealing with the particular question affecting pilots. We think it right that pilots, and indeed any section of employees, should have the choice of arbitration facilities mentioned in the Act and that the N.J.C. constitution should be amended accordingly. From what the other parties said in evidence this should not be a problem.

92. B.A.L.P.A. questioned the competence of the Industrial Court to deal with matters affecting pilots. We note that the Court handles some fifty cases each year and we understand that although the Act makes provision for assessors to assist the Court the parties rarely ask for this. We note, too, that of the 33 references to the Court by the Pilots Sectional Panel in recent years, all but six concerned salaries or allowances. We consider that few of them would have a higher technical content than is found in other cases considered by the Court.

## **General**

93. Generally, the Council does not give the impression of being an unimaginative or unprogressive body: we note for example the attempts made recently by the constitutional sub-committee to examine and improve its operating methods. Nor do the parties appear to be complacent. We believe that the Employers' and Employees' Sides are sincere in their desire to have a flexible constitution suited to the needs of the industry and that they will give serious and sympathetic consideration to any suggestions for improvement.

94. We therefore recommend that a joint working party or sub-committee should be set up to consider the matters we have discussed in paragraphs 81-92 above. We have in mind that it would also consider any proposals put forward by appropriate organisations and that it would report back to the full Council as soon as possible with a view to introducing necessary changes within three months. The general approach of the working party, we feel, should be to consider what would best serve the needs of the industry as a whole. It would be important for it to have strong representation on as wide a basis as possible and we think it would be helpful if it were to have an independent chairman.

95. We have noted that the Council itself has several unusual features. It is probably the only council of its sort which on the Employers' Side represents both nationalised corporations and private companies; and on the Employees' Side it spans a very wide range of responsibilities and salary levels. The Council may wish to consider whether there would be long term advantage in the appointment of an independent chairman to the N.J.C. itself.

96. We referred in paragraph 11 to the recent appointment of a committee to inquire into the structure of the civil air transport industry. It may be that, in the light of the recommendations made by that committee on the wider questions with which it is concerned, some further review of the industry's negotiating arrangements will then be required.

### **B.A.L.P.A.'s objects and organisation**

97. We have commented on B.A.L.P.A.'s criticisms of the effectiveness of the N.J.C. and we have suggested in paragraph 94 above a method by which we hope it should be possible to overcome the main difficulties. We realise that a solution of these problems—which by themselves hardly constitute a case for leaving the N.J.C.—would still leave some more fundamental questions unanswered.

98. B.A.L.P.A. referred in evidence to their desire for airline pilots to be recognised as a professional body. They also made it plain that they felt that continued association with the N.J.C., and particularly with the other trade unions on the Council, was incompatible with their aims and that for some years now they had considered withdrawal from the Council. B.A.L.P.A. is clearly an organisation which is more than ordinarily interested in technical matters; we were told that this side of its work takes up the major part of its lay representatives' time. These activities are however included in its constitution among its subsidiary objects: its principal objects concern the regulation of relations between employers and employees, and employees and employees, and the provision of benefits. ~~B.A.L.P.A. stressed that it was not a trade union "solely concerned with~~

## **Report of Court of Inquiry under Mr. A. J. Scamp into the dispute between the British Air Line Pilots Association and the National Joint Council for Civil Air Transport**

**Cmnd. 3428**

### **CORRECTION**

Page 21, para. 99, *delete last sentence and replace by the following:*

“We would therefore consider it most unfortunate if B.A.L.P.A.'s pursuit of its professional aims led it, apparently unnecessarily, to weaken considerably the bargaining machinery set up in implementation of the industry's statutory obligations.”

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arbitration provision. We feel that these criticisms of the Association have some validity and that B.A.L.P.A. has not been as effective in the field of industrial relations as it might have been.

### **Withdrawal from the N.J.C.**

101. The parties referred to the consequences of B.A.L.P.A.'s withdrawal from the N.J.C., in particular the effects on its negotiating position. We are not lawyers but it may help if we indicate some of the constitutional points that might arise in the event of the resignation of any union or association from the Employees' Side of the Council.

102. We note that the Air Corporations Act requires each corporation to decide whether it considers the existing negotiating and consultative machinery is adequate; if it decides that the machinery is inadequate its obligation then is to seek consultation with any organisation appearing to it to be appropriate with a view to establishing such machinery: these matters are thus for determination in the first place by the corporations.

103. In considering the effects of the resignation of any union from the Council the corporations would be faced with a number of questions. Probably the first would be whether they were satisfied that the N.J.C. without the union provided adequate machinery for the purposes of the Act. The corporations might then need to consider seeking consultation with any organisation seeming to them appropriate in regard to the particular section of employees. Here it would probably be relevant to take account of the withdrawing union's status and whether it had enjoyed negotiating rights in its own right or by virtue of its membership of the Employees' Side. On the other hand, an important consideration for the employers would be the need to avoid putting themselves in breach of their statutory obligations in respect of other employees. We believe that if the question arose of concluding agreements for the establishment and maintenance of negotiating and consultative machinery it would be difficult to ignore the existence of the N.J.C., its scope, its effectiveness and whether the union was prevented for good reasons from being in membership.

104. In view of the Council's constitution it is possible that, failing solution in other ways, some of these questions might only be capable of final settlement in the courts. Due regard must be paid to legal obligations. We would hope, however, that the matter would not be decided on these considerations alone. We believe that industrial relations matters of this sort should be determined not by constitutional technicalities but on the broader basis of the spirit and intention of collective bargaining and the concept of what will best serve the interests of employers and employees in the industry as a whole. We hope that all parties to the dispute with which we are concerned would share this view.

105. Another aspect of withdrawal was mentioned in evidence. It was suggested by the other parties that B.A.L.P.A.'s main motive in seeking to leave the N.J.C. was to secure freedom to negotiate separately with each employer with a view to obtaining much enhanced pay and conditions of service for pilots as a separate group. We asked B.A.L.P.A. whether they

thought they would be in a better negotiating position if they were outside the Council. B.A.L.P.A.'s view was that they would be better placed in the event of disagreement but that they did not expect to be in a better negotiating position. We make no comment on the suggested motive for B.A.L.P.A.'s wishing to withdraw except to record our view that the present negotiating arrangements already offer the Association all the flexibility needed to reach settlements which are fair to pilots and within the capacity of the industry to bear.

106. There are, we think, more fundamental points to consider. Despite its self-depreciation in this matter we are in little doubt that B.A.L.P.A., as one would expect from an organisation representing a responsible and important section of employees, has made an effective contribution to the work of the Council; and B.A.L.P.A. agreed that they had also derived some benefit from membership. This, in a sentence, surely epitomizes the inter-dependence of sections of employees which is a characteristic of the industry. We are not unmindful either of the contribution that a strong and unified National Joint Council should be able to make to stability in an industry subject to international competition in much of its operations.

107. To sum up, B.A.L.P.A. consider they would be in no better bargaining position outside the N.J.C.: within it, they have virtual autonomy in negotiations concerning pilots alone. What they feel to be weaknesses in the present operation of the N.J.C. could apparently be remedied fairly easily within the machinery. We emphasise again that we do not see membership of the N.J.C. as in any way incompatible with B.A.L.P.A.'s desires to be regarded as a professional body. We are in no doubt that the resignation of any member—particularly one representing a leading group of employees—can only do grave disservice to the Council and the industry. We therefore urge most strongly that the British Air Line Pilots Association should reconsider their withdrawal from the National Joint Council. In the light of the recommendations we have made we would indeed hope that the independent companies who have left the N.J.C. in recent years would also reconsider their position in regard to the Council.

108. Finally we recommend that a meeting of the parties to the dispute should be held under Ministry of Labour auspices as soon as possible after publication of this Report for the purpose of considering ways and means of implementing our proposals.

109. We wish to record our appreciation of the excellent work of Mr. K. N. Atkinson, our Secretary, and Mr. D. R. Bower, our Assistant Secretary, throughout this Inquiry.

### **Summary of recommendations**

110. The following is a summary of the recommendations made in this Report:—

- (1) We urge the British Air Line Pilots Association to reconsider their withdrawal from the National Joint Council (paragraph 107).
- (2) The Council should consider whether time limits could be introduced for the various stages of their procedure for handling differences (paragraph 84).



- (3) The N.J.C. constitution should be amended to provide for the range of arbitration facilities specified in the Industrial Courts Act 1919 (paragraph 91).
- (4) A joint working party or sub-committee under an independent chairman should be set up to consider the matters discussed in paragraphs 81-92 above and any proposals put forward by appropriate organisations (paragraph 94).
- (5) The Council may wish to consider the appointment of an independent chairman to the N.J.C. (paragraph 95).
- (6) A meeting of the parties should be held under Ministry of Labour auspices to consider ways and means of implementing our proposals (paragraph 108).

We have the honour to be, Sir,

Your obedient Servants,

A. J. SCAMP (*Chairman*).

J. G. BOTHWELL.

J. A. G. COATES.

K. N. ATKINSON (Secretary).

D. R. BOWER (Assistant Secretary).

6th October, 1967.

## APPENDIX 1

(See paragraph 10)

### EXTRACT FROM AIR CORPORATIONS ACT 1967

#### 23. Terms and Conditions of Employment of Staff, etc.

"It shall be the duty of each of the Corporations, except in so far as the Corporation are satisfied that adequate machinery exists for achieving the purposes of this subsection, to seek consultation with any organisation appearing to the Corporation to be appropriate with a view to the conclusion between the Corporation and that organisation of such agreements as appear to the parties to be desirable with respect to the establishment and maintenance of machinery for—

- (a) the settlement by negotiation of terms and conditions of employment of persons employed by the Corporation, with provision for reference to arbitration in default of such settlement in such cases as may be determined by or under the agreements ; and
- (b) the discussion of matters affecting the safety, health and welfare of persons employed by the Corporation, and of other matters of mutual interest to the Corporation and such persons, including efficiency in the operation of the Corporation's services.

Where either the Corporations conclude such an agreement as is mentioned in the last preceding subsection, or any variation is made in such an agreement, the Corporation concerned shall forthwith transmit particulars of the agreement or the variation to the Board and the Minister of Labour."



## APPENDIX 2

(See paragraph 10)

### EXTRACT FROM CIVIL AVIATION ACT 1949

#### 15. Terms and Conditions of Employment of Persons Employed by Air Transport

“(1) The provisions of this section shall have effect for the purpose of securing that the terms and conditions of employment of persons employed by any independent undertaking constituted for the purpose of providing air transport services or of carrying out other forms of aerial work shall, except in so far as those terms and conditions—

- (a) are regulated by or under any enactment other than this section ; or
- (b) are in accordance with an agreement for the time being in force between the undertaking and organisations representative of the persons employed ; or
- (c) are in accordance with any decision for the time being in force of a joint industrial council representing the undertaking and organisations representative of the persons employed ;

comply with the following requirement, that is to say, that they shall not be less favourable than the terms and conditions observed by the Airways Corporations in the case of persons engaged in comparable work, or, where the Airways Corporations do not observe the same terms and conditions for persons engaged in comparable work, are not less favourable than the terms and conditions observed for such persons by at least one of those Corporations.

(2) If any dispute arises as to whether the terms and conditions of any person's employment ought to comply with the requirement aforesaid, or as to what terms and conditions ought to be observed for the purpose of complying therewith, the dispute shall, if not otherwise disposed of, be referred by the Minister to the Industrial Court for settlement.

(3) Where any award has been made by the Industrial Court upon a dispute referred to that Court under this section, then, as from the date of the award or from such other date as the Court may direct, and subject to any subsequent variation or revocation of the award, it shall be an implied term of the contract between the employer and workers to whom the award applies that the terms and conditions of employment to be observed under the contract shall be in accordance with the award, except in so far as they are regulated by or under any enactment other than this section or are in accordance with any such agreement or decision as is mentioned in subsection (1) of this section.

No direction given by the Court for the purposes of the foregoing provisions of this subsection shall have the effect of making any award retrospective to a date earlier than the date on which the dispute to which the award relates first arose.

(4) In this section the expression ‘independent undertaking’ means any undertaking other than the Airways Corporations.”

### APPENDIX 3

(See paragraph 12)

## NATIONAL JOINT COUNCIL FOR CIVIL AIR TRANSPORT

### CONSTITUTION AND RULES OF PROCEDURE

#### *Title*

1. The organisation shall be known as the National Joint Council for Civil Air Transport (hereinafter referred to as "the Council").

#### *Scope*

2. The Council shall have within its purview the employees engaged in the establishments of the British Overseas Airways Corporation, the British European Airways Corporation and other undertakings constituted for the purpose of providing air transport services, or of carrying out other forms of aerial work, who may, for the time being, be members of the Council (hereinafter referred to as "the employers").

#### *Object and Functions of the Council*

3. The object of the Council shall be to secure the development of the largest possible measure of joint action between the employers and their employees in connection with the matters hereinafter set forth with a view generally to the maintenance of good conditions in Civil Air Transport and the promotion of the best interests of all concerned.

4. The functions of the Council shall be:—

- (a) the establishment of machinery for the regulation of terms and conditions of employment, and the delegation of questions related thereto to sectional joint panels, as hereinafter provided, in so far as the determination of such questions are of peculiar interest to such specified groups of employees as the Council may decide.
- (b) the discussion of matters affecting the safety, health and welfare of persons employed by the employers and of other matters of mutual interest to the employers and such persons and the formulation of proposals to secure the highest possible standards in all matters related thereto ;
- (c) the establishment of procedure for the settlement of differences as hereinafter provided.

#### *Constitution of the Council*

- 5. (a) The Council shall consist of such numbers of delegates as may from time to time be agreed by resolution of the Council to provide for adequate representation of the members of the Council. The delegates shall be nominated by the Employers and Trade Unions admitted to membership of the Council.
- (b) Additional organisations of employers and employees having a substantial interest in the operation of Civil Air Transport can be included in membership of the Council on being proposed by one Side of the Council and accepted by the other Side.
- (c) Withdrawal from membership of the Council shall be subject to 6 months notice given in writing by one Side of the Council to the other of the intention of a member organisation to so withdraw.
- (d) In the unavoidable absence of a member from a meeting of the Council a duly accredited deputy may be nominated by the organisation concerned.



### *Sectional Joint Panels*

6. (a) The Council shall form Sectional Joint Panels (hereinafter referred to as "the Sectional Panels") for such groups of employees of the employers as the Council shall decide. The Constitution of each of the Sectional Panels so formed and the manner of appointment of the members shall be determined by the Council. Membership of the Sectional Panels shall consist of representatives from organisations parties to the Council but shall not be restricted to members of the Council.
- (b) Each of the Sectional Panels shall be given plenary powers to negotiate and settle terms and conditions of employment of peculiar interest to the group of employees covered by the Sectional Panel. The questions thus falling within the purview of each of the Sectional Panels shall be determined in each case by the Council. In the event of a Sectional Panel failing to reach agreement the matter in dispute shall be resolved in accordance with the procedure for the settlement of differences as laid down in clauses 14, 15 and 16.
- (c) Each Sectional Panel shall adopt and incorporate in its agreements such decisions of the Council as the Council may direct relating to questions outside the purview of the Sectional Panel.
- (d) No resolution of a Sectional Panel shall be regarded as carried unless it has been approved by each side of the Panel separately. Each side of the Panel shall determine the procedure to be applied in reaching a decision in respect of its side. In other respects each Sectional Panel shall determine Rules of procedure governing the conduct of the business of the Sectional Panel including provision for the appointment of a Secretary or Joint Secretaries.

### *Rules of Conduct of Business of the Council*

#### *Re-appointment*

7. The members of the Council shall retire annually but shall be eligible for re-appointment. Casual vacancies shall be filled in the same manner as that in which the original appointments were made. A member appointed to fill a casual vacancy shall sit until the end of the current year.

#### *Officers*

8. (a) The Council shall appoint from among its members a Chairman and Vice-Chairman. When the Chairman is appointed from the Employers' Side the Vice-Chairman shall be appointed by the Employees' Side and vice versa. The nomination for the office of Chairman shall be made alternately by the Employees' Side and the Employers' Side respectively.
- (b) The Chairman and Vice-Chairman shall retire annually but shall be eligible for re-appointment to office within the terms of clause 8(a) above.
- (c) The Council shall appoint Joint Secretaries (one for each side) for such periods as the Council may determine.

#### *Committees*

9. The Council may appoint from its membership Committees for such purposes, and with such powers, as the Council may determine. The Council may appoint to such Committees, or authorise the Committees to co-opt persons with special knowledge or experience, not being members of the Council, without power to vote.

#### *Meetings of the Council*

10. The annual meeting of the Council shall be held in the month of March. Ordinary meetings of the Council shall be held as often as necessary and not less frequently than once every three months. At least seven days' notice shall be given of annual and ordinary meetings.

11. A special meeting of the Council shall be convened on application by the Secretary of either side. At least seven days' notice shall be given of a special meeting, providing that in exceptional circumstances or emergency it shall be within the power of the secretaries by agreement to convene a special meeting with shorter notice.

#### *Quorum*

12. A quorum shall be not less than one-third of the members on each side of the Council.

#### *Resolutions*

13. No resolution of the Council shall be regarded as carried unless it has been approved by each side of the Council separately. Each side of the Council shall determine the procedure to be applied in reaching a decision in respect of its side.

#### *Procedure for the Settlement of Differences*

14. Each of the employers shall, in consultation with such of the Trade Unions represented on the Council as may be concerned, save where the Council agree special circumstances obtain requiring special arrangements, review forthwith, and from time to time, the arrangements at its establishments for the settlement of differences with a view to establishing and maintaining procedure to secure that as far as possible purely local questions arising at an establishment shall be settled at that establishment, and any such question arising shall in the first place be dealt with through that procedure. Failing settlement in this manner the difference shall be reported jointly by the parties as follows:—

- (a) When the difference relates to a matter within the jurisdiction of a Sectional Panel the report shall be made to the Secretary or Joint Secretaries of that Sectional Panel.
- (b) When the difference relates to a matter outside the purview of a Sectional Panel the report shall be made to the Secretary or Joint Secretaries of the Council.

15. (i) Upon a difference being reported as provided for in the preceding sub-paragraph the Sectional Panel or Council as the case may be shall:—

- (a) act as a conciliation board ;
- (b) investigate the full facts relating to the difference ;
- (c) make recommendations thereon and communicate them to the parties ;
- (d) use all available means for settling the difference and for preventing a cessation of work arising from the difference.

(ii) For these purposes set out in the preceding sub-paragraph the Sectional Panels and the Council may appoint conciliation committees in such manner as the Sectional Panels and the Council may decide, with full powers to act. Provided that at any stage the parties shall not have authority to adopt terms of settlement at variance with the terms of employment decided by the appropriate Sectional Panel or the Council and any question of national principle shall be referred in the first place to the Sectional Panel concerned or to the National Council as the case may be. Failing settlement through the procedure outlined in this paragraph the difference shall be determined by the appropriate Sectional Panel or the Council as the case may be under the procedure applicable to other differences arising between the two sides of a Sectional Panel or the Council as outlined in the succeeding paragraphs and the parties to the difference shall accept this procedure as binding upon each of them.

16. (a) Where any difference arises between the two sides of a Sectional Panel steps shall be taken in the first place to exhaust all possible avenues of reaching a settlement by negotiation, and for this purpose the Sectional Panel may set up



a conciliation committee in such manner as it may determine, or may refer the difference to the Ministry of Labour with a view to intervention by a conciliator. Alternatively, and with the consent of both sides, the issue may be referred to the Industrial Court, in which event:—

- (i) neither side shall obstruct the other in so referring the matter in dispute ;
- (ii) the Council shall be advised of the intended reference to the Industrial Court in order that, with the consent of the parties involved, the Council should have an opportunity of setting up a conciliation committee in an endeavour to recommend a solution.

(b) Failing settlement through this procedure the reference to the Industrial Court by both sides of the Sectional Panel shall be proceeded with, and the decision of the Court shall be final and binding on the parties to the difference.

17. Where any difference arises between the two sides of the Council steps shall be taken in the first place to exhaust all possible avenues of reaching a settlement by negotiation, and for this purpose the Council may set up a conciliation committee in such a manner as the Council may determine to assist in arriving at a settlement or may refer the difference to the Ministry of Labour with a view to intervention by a conciliator. Failing settlement through this procedure the difference shall, subject to agreement by both Sides—with neither side obstructing the other—be referred to the Industrial Court, in which event the decision of the Court shall be final and binding on the parties to the difference.

#### *Prevention of Stoppages of Work Arising from Trade Disputes*

18. In consideration of the procedure provided in clauses 14 to 16 hereof representatives of both sides of the Council and of the Sectional Panels shall use their best endeavours to secure that no strike, lock-out or unauthorised action shall take place at any stage of the procedure and in the event of any stoppage of work or other unauthorised action taking place shall use their best endeavours to terminate the same.

#### *Finance*

19. (a) Subject to the provisions of sub-clause (b) of this clause the general expenses of the Council and Sectional Panels shall be met by equal contributions from the two sides of the Council or Sectional Panel. The two sides of the Council or Sectional Panels shall decide separately the proportion in which participating organisations shall contribute to the expenses of the side.

(b) The expenses of the members attending meetings shall be met by the organisations they represent.

#### *Amendment of Constitution*

20. The Constitution of the Council shall be amended only at a special meeting of the Council called for the purpose. No amendment of the Constitution shall be made except after notice given and circulated on the Agenda of the meeting at which the amendment is proposed. At least twenty-one days' notice of such a meeting shall be given.

## APPENDIX 4

(See paragraph 13)

### NATIONAL JOINT COUNCIL FOR CIVIL AIR TRANSPORT ORGANISATIONS IN MEMBERSHIP AT 1st APRIL, 1967

#### *Employers*

Airways Corporations' Joint Medical Service.  
B.E.A. Helicopters Limited.  
B.K.S. Air Transport Limited.  
British European Airways Corporation.  
British Midland Airways Limited.  
British Overseas Airways Corporation.  
Cambrian Airways Limited.  
Dan-Air Services Limited.  
International Aeradio Limited.  
Skyways Coach Air Limited.

#### *Unions*

Amalgamated Engineering Union.  
Amalgamated Society of Painters and Decorators.  
Amalgamated Society of Woodworkers.  
Association of Supervisory Staffs, Executives and Technicians.  
British Air Line Pilots Association.  
Clerical and Administrative Workers' Union.  
Draughtsmen's and Allied Technicians' Association.  
Electrical Trades Union.  
Merchant Navy and Airline Officers' Association.  
National Association of Clerical and Supervisory Staffs.  
National Union of Furniture Trade Operatives.  
National Union of General and Municipal Workers.  
National Union of Sheet Metal Workers and Coppersmiths.  
National Union of Vehicle Builders.  
Plumbing Trades Union.  
Transport and General Workers' Union.



## APPENDIX 5

(See paragraph 71)

### EXTRACT FROM INDUSTRIAL COURTS ACT 1919

2. (2) Where a trade dispute exists or is apprehended, the Minister may, subject as hereinafter provided, if he thinks fit and if both parties consent, either—

- (a) refer the matter for settlement to the Industrial Court ; or
- (b) refer the matter for settlement to the arbitration of one or more persons appointed by him ; or
- (c) refer the matter for settlement to a board of arbitration consisting of one or more persons nominated by or on behalf of the employers concerned and an equal number of persons nominated by or on behalf of the workmen concerned, and an independent chairman nominated by the Minister, and, for the purpose of facilitating the nomination of persons to act as members of a board of arbitration, the Minister of Labour shall constitute panels of persons appearing to him suitable so to act, and women shall be included in the panels.

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